

# TEXAS PARKS AND WILDLIFE

Contracting Branch  
Infrastructure Division  
4200 Smith School Road  
Austin, Texas 78744

## REQUEST FOR QUALIFICATIONS

### BLANKET CONTRACTS - PROFESSIONAL ENGINEERING SERVICES

### FOR

### STATEWIDE GEOTECHNICAL ENGINEERING SERVICES AND CONSTRUCTION TESTING SERVICES



*Reference No. 2018RFQ\_GeoCMT*

**PRE-SUBMITTAL CONFERENCE:** A Pre-submittal Conference will be held at 10:30 A.M on Wednesday, July 11, 2018 at the Ed Werland Training Room located at TPWD Airport Commerce Park Location on 1340 Airport Commerce Drive, Austin Texas. Although attendance at the Pre-submittal Conference is not mandatory, Respondents (including personnel responsible for preparing respondent's response) are strongly encouraged to attend as important information regarding proposal qualifications, response requirements and details of the Program will be discussed.

**RESPONSES DUE NO LATER  
THAN 2:00 P.M., AUGUST 2, 2018**

TPWD POC:  
Mandy Holcomb, Contract Manager 512/389-4353

ISSUE DATE: June 22, 2018

Or by email at: [mandy.holcomb@tpwd.texas.gov](mailto:mandy.holcomb@tpwd.texas.gov)

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**REQUEST FOR QUALIFICATIONS  
BLANKET CONTRACTS - PROFESSIONAL ENGINEERING SERVICES FOR  
STATEWIDE GEOTECHNICAL ENGINEERING SERVICES AND CONSTRUCTION  
TESTING SERVICES**

**SECTION 1 – GENERAL INFORMATION & REQUIREMENTS**

- 1.1 **GENERAL INFORMATION:** Texas Parks & Wildlife Department (“Owner”) through its Infrastructure Division is soliciting statements of Qualifications for selection of Professional Testing firm(s) (“Testing Engineer”) to provide as-needed Geotechnical Engineering Services and on-site Construction Testing Services for TPWD Facilities referred to herein as (Facilities), in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications. Selection of the most highly qualified professional services provider will be based upon demonstrated competence and detailed credentials. Blanket contracts for testing services in which the Owner has a recurring need, shall be awarded to the most qualified respondents for each of the Regions in accordance with Title 10, *Texas Government Code*, §2254, *et. seq.* and under authority of Texas Parks and Wildlife Code, Title 2, Chapter 11.

The Facilities are located in six (6) geographic State Park Regions (Exhibit 5.3) and the goal is to award Blanket contracts to firms having capability and capacity to service within each State Park Region. Blanket contracts will be awarded for a two (2) year duration with one (1) - two (2) year extension option, for a maximum of four (4) years. Respondents may submit their qualifications to be considered for one or more of the Regions; however, Owner reserves the right to award a contract for any or all Regions to which a response is provided.

- 1.1.1 This Request for Qualifications (“RFQ”) is the Owner’s process to select Professional Testing firms for the referenced Blanket Contract Program (“Program”). This RFQ will result in the selection of the most highly qualified respondents for each State Park Region for further consideration based on the criteria herein listed.
- 1.1.2 This RFQ provides the information necessary to prepare and submit detailed qualifications for evaluation and final ranking by the Owner. Based on the final ranking and at Owner’s sole discretion, Owner may select up to three (3) of the top-ranked respondents for each State Park Region for further consideration, with at least one (1) Blanket Contract to be awarded per State Park Region.
- 1.1.3 Only the most highly ranked respondents will be requested to participate in an oral presentation (if deemed necessary by the Owner) with the Owner to further describe the qualifications submitted and answer additional questions. Oral presentation and reference results will be the final determining factor in the Owner’s ranking of respondents in order to determine the most qualified respondents. The responding firm’s Project Manager designated in their response as being the primary “Point of Contact” for the Program day-to-day project management during design and construction of the Project will facilitate and conduct the presentation made by the firm.
- 1.2 **TEXAS PUBLIC INFORMATION ACT:** Information the Respondent provides to Texas Parks & Wildlife in response to this solicitation will be considered public and subject to disclosure under the Texas Public Information Act. However, certain information may be confidential and fall under an exception to disclosure under the Public Information Act such as proprietary information, trade secrets, and certain commercial and financial information where disclosure might cause *"substantial competitive harm to your business"*. If the Respondent believes that his response to this solicitation contains confidential information in those categories, the Respondent must

specifically document this at the top or bottom of each page that contains the information the Respondent considers confidential. The Respondent's documentation must include a statement that confidential information is contained on that page, refer to its exact location on the page, and describe the specific nature of the exception to the Texas Public Information Act that the Respondent believes applies to this information, i.e. copyrighted, trade secret, proprietary, financial etc. A general disclaimer that the Respondent's response contains confidential information will not be sufficient to meet this requirement. **If such documentation is not provided, Texas Parks and Wildlife Department will assume that all information provided in the response to this solicitation is releasable under the Act.**

TPWD will submit a request for an opinion from the Office of the Attorney General prior to disclosing any document designated as "Confidential". The Respondent shall then have the opportunity to assert its basis for non-disclosure to the Office of the Attorney General; however, it is the sole responsibility of the Respondent to monitor such proceedings and make timely filings. TPWD strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of proposal information. TPWD or its employees shall not in any way be liable or responsible for the disclosure of any such records, or any part thereof, if disclosure is required under the Public Information Act or otherwise by law.

- 1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Owner's Standard Professional Service Agreement, reference Exhibit 5.1. The initial agreement will have no monetary value and because of the undetermined nature of the need for services, there is no guarantee of project assignments to the firms selected. The agreement is contingent upon the continued availability of funding. If funds become unavailable due to lack of appropriations, legislative budget cuts, amendment of the Appropriations act, state agency considerations, or any other disruption of current appropriations, provisions of Article 9 in the Professional Service Agreement shall apply.
- 1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted as an addendum by Owner on the TPWD web site and Electronic State Business Daily (ESBD). It is the responsibility of all Respondents to check these websites for updates to the procurement and addenda prior to submitting a Response. All addenda issued by Owner before the Qualifications are due are considered part of the RFQ, and **Respondents shall, in its Execution of Response, acknowledge receipt of and incorporate each addendum in its response. RESPONDENT'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN REJECTION OF RESPONSE.**
  - 1.4.1 Addendum may be issued by the Point-Of-Contact (refer to 1.6) of for this RFQ, or via the TPWD Website at: [http://www.tpwd.state.tx.us/business/bidops/current\\_bid\\_opportunities](http://www.tpwd.state.tx.us/business/bidops/current_bid_opportunities), or via the Electronic State Business Daily (ESBD) web site of <http://esbd.cpa.state.tx.us/>.
  - 1.4.2 Respondents shall consider only those clarifications and interpretations that the Owner issues by addendum. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing responses to this RFQ.
  - 1.4.3 All discrepancies, omissions or questions shall be communicated in writing by 5:00 P.M., July 18, 2018 to the attention of Mandy Holcomb, Contract Manager at the address stated below or via e-mail at [mandy.holcomb@tpwd.texas.gov](mailto:mandy.holcomb@tpwd.texas.gov) or FAX number 512/389-4790.

1.5 **SUBMISSION OF QUALIFICATIONS:**

- 1.5.1 **DEADLINE AND LOCATION:** The Owner will receive Qualification Responses at the time and location described below.

**RESPONSES DUE NO LATER THAN, 2:00 P.M., AUGUST 2, 2018**

**Responses and Envelopes shall be clearly labeled and shall reference the following:**

**REQUEST FOR QUALIFICATIONS  
BLANKET CONTRACTS - PROFESSIONAL ENGINEERING SERVICES FOR  
STATEWIDE GEOTECHNICAL ENGINEERING SERVICES AND  
CONSTRUCTION TESTING SERVICES  
STATE PARK REGION(S) \_\_\_\_\_**

**Responses shall be addressed to:      Mandy Holcomb, Contract Manager  
Infrastructure Division  
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744**

- 1.5.2 **Respondents are advised that Texas Parks and Wildlife Department's Headquarters Complex does not open until 8:00 A.M. Respondents should plan the delivery of their response accordingly.** Responses shall be well organized to clearly demonstrate that they meet or exceed the minimum requirements contained in this RFQ and shall specifically address the evaluation criteria set forth herein. They shall be tabbed and ordered to address the matters set forth in the RFQ Response Requirements, Section 3, in the order appearing in that section.
- 1.5.3 **Submit one (1) original and four (4) identical copies** of Statement of Qualifications. An original signature must be included on the cover letter submitted with each copy. Respondent must indicate which response is the Original. **Submit one digital copy on a CD/DVD or FLASH DRIVES in ADOBE® PDF format.**
- 1.5.4 Responses received after the specified due date and time will be returned to the Respondent un-reviewed. **Note to Respondent: It is the security policy of TPWD Central Mail Receiving to open all packages delivered to the Agency unless they are clearly marked as a response to this RFQ.**
- 1.5.5 The Owner will not acknowledge or receive Responses that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.6 All responses shall become the property of the State of Texas after the deadline/opening date. Properly submitted Statements of Qualifications will not be returned to respondents.
- 1.5.7 Qualification materials must be enclosed in a sealed envelope (box or container) addressed to the Primary Point-of-Contact. **The exterior of the package must clearly identify the response deadline, the name and return address of the Respondent, and be identified as a Response to the RFQ for Blanket Contracts – Professional Engineering Services for Statewide Geotechnical Engineering Services and Construction Testing Services.**
- 1.5.8 Properly submitted Responses will be opened publicly and the names of the Respondents will be read aloud, recorded and confirmed by the Owner.

- 1.6 **POINT-OF-CONTACT:** The Owner designates the following person as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ, including questions regarding terms and conditions and technical specifications, to the Primary-Point-of-Contact.

**Mandy Holcomb, Contract Manager**  
**Infrastructure Division, Texas Parks and Wildlife Department**  
**4200 Smith School Road**  
**Austin, Texas 78744**  
**Phone: 512/389-4353 Fax: 512/389-4790**  
**e-mail: [mandy.holcomb@tpwd.texas.gov](mailto:mandy.holcomb@tpwd.texas.gov)**

- 1.7 **PROHIBITED COMMUNICATIONS:** Upon issuance of this solicitation, TPWD, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representatives(s), except for the written inquiries described in Section 1.4.3. Attempts to ask questions by phone or in person will not be allowed or recognized as valid.

**Failure to observe this restriction may disqualify Respondent.** Respondent shall rely only on written statements issued through or by TPWD's contracting staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

- 1.8 **EVALUATION OF QUALIFICATIONS:** The evaluation of the Qualifications shall be based on the requirements described in this RFQ. Qualifications **shall not include any information regarding Respondent's fees, pricing, or other compensation.** Such information shall be solicited from the Successful Respondent during the negotiation phase. All properly submitted Qualifications will be reviewed, evaluated, scored, and ranked by the Owner.

- 1.8.1 A Selection Committee chosen by Owner will evaluate and score each response based on the following criteria and point values (Reference Section 3, Requirements for Qualifications):

Criteria	Associated Points Value
Criteria 1: Summary of Practice and Standard Form SF 330, Part I and Part II	35
Criteria 2: Representative Projects	35
Criteria 3: Methodology	15
Criteria 4: Quality Assurance/Quality Control	15
<b>SUBTOTAL</b>	100
<i>Oral Presentation, if deemed necessary by the Owner</i>	25
<b>TOTAL</b>	125

- 1.8.2 **Up to Three (3) Respondents per State Park Region with the highest scores may be notified and scheduled to participate in an oral presentation (if deemed necessary by the Owner) with the Selection Committee.** Additional information required to be provided during the presentation will be evaluated as part of the listed criteria.

- 1.8.3 **We anticipate that the six (6) Respondents (A minimum of one (1) Respondent for each State Park Region) with the highest total score will be notified to submit their Schedule of Applicable Rates.** The Owner and the Successful Respondents shall enter into a Professional Services Agreement, reference Exhibit 5.1.
- 1.8.4 In evaluating responses, TPWD may consider information related to past contract performance of a Respondent including, but not limited to, CPA's Vendor Performance Tracking System (VPTS) available at <http://www.txsmartbuy.com/vpts>. Prior work performance with TPWD and other state agencies or governmental entities which are familiar with a Respondent's performance, depending on problems encountered, may be grounds for disqualification. In addition, Respondents involved in litigation with TPWD or another state agency may be disqualified.
- 1.9 **OWNER'S RESERVATION OF RIGHTS:** The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Program. The Owner reserves the right to reject any and all Responses and re-solicit for new, or to reject any and all Responses and temporarily or permanently abandon the Program. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 1.10 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Qualifications in response to this RFQ, Respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.
- 1.11 **PRE-SUBMITTAL CONFERENCE:** A Pre-submittal Conference will be held at **10:30 A.M. on July 11, 2018** at the **Ed Werland Training Room located at TPWD Airport Commerce Park Location on 1340 Airport Commerce Drive, Austin, Texas.** Although attendance at the Pre-submittal Conference is not mandatory, Respondents (including personnel responsible for preparing respondent's response) are strongly encouraged to attend as important information regarding proposal qualifications, response requirements and details of the Program will be discussed.
- 1.12 **NO REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFQ shall be the sole responsibility of the Respondent.
- 1.13 **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may submit responses to this RFQ. (This does not preclude a Respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submitted the Statement of Qualifications.
- 1.14 **HISTORICALLY UNDERUTILIZED BUSINESSES' REQUIREMENTS:** It is the policy of Texas Parks and Wildlife, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. In accordance with Chapter 2161 of the Texas Government Code and Title 34 of the Texas Administrative Code, state agencies must make good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for professional services. **TPWD has determined that subcontracting opportunities are NOT probable regarding this RFQ. Therefore, an HUB Subcontracting Plans (HSP) is NOT a required element of Qualifications.**

**If it is anticipated that a single task order will exceed \$100,000, then the Respondent shall be required to develop and submit a HUB Subcontracting Plan (HSP) with their fee proposal for that single task order and to comply with the HSP after it is accepted by the Owner and during the performance of the Task Order in accordance with TPWD policy.**

- 1.15 CERTAIN QUALIFICATIONS AND CONTRACTS PROHIBITED: Under §2155.004, *Texas Government Code*, a state agency may not accept a Statement of Qualifications or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the Request for Qualifications on which the Responses or contract is based. **All respondents must certify their eligibility by acknowledging the following statement, "Under §2155.004, *Texas Government Code*, the Respondent certifies that the individual or business entity named in this response is not ineligible to receive the specified contract and acknowledges that any resulting contract may be terminated and payment withheld if this certification is inaccurate."** If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation. This section does not create a cause of action to contest a Statement of Qualifications or award of a state contract.
- 1.16 STATE REGISTRATION OF DESIGN PROFESSIONAL FIRMS: Respondents are advised that the Texas Board of Architectural Examiners and the Texas Board of Professional Engineers requires that any entity providing architectural/engineering services to the public must register with the appropriate State board. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association. All documents pertaining to this project shall be signed and sealed by a professional Engineer registered in the state of Texas. **Professional shall be licensed in their respective field in accordance with all State requirements.**
- 1.17 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM: By entering into this contract, the Testing Engineer certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
- A. All persons employed to perform duties within Texas, during the term of the Contract; and
  - B. All persons (including subcontractors) assigned by the Design Professional to perform work pursuant to the Contract, within the United States of America.

The Testing Engineer shall provide, upon request of Texas Parks and Wildlife Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Design Professional, and Testing Engineer's subcontractors, as proof that this provision is being followed.

**If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Design Professional shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.**

- 1.18 HB1295 CERTIFICATE OF INTERESTED PARTIES: If a single task order is \$1,000,000 or more, in accordance with 2252.908 of the Government Code, the awarded Testing Engineer(s) must use the Texas Ethics Commissions Application to enter the required information on Form 1295. Awarded Design Professional(s) shall print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized.

The completed Form 1295 with the certification of filing must be submitted with the task order proposal. Failure to timely meet this requirement may result in disqualification of the response. In such circumstances, TPWD shall be authorized to proceed with award to the next highest ranked respondent. Additional information can be found at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

- 1.19 DEBRIEFING REQUESTS: A written request for a debriefing shall be directed to the Owner's "Primary Point of Contact" identified in 1.6 of this RFQ; within thirty (30) calendar days following the date of award.
- 1.20 PROTEST PROCEDURES: Any actual or prospective Respondent who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in TPWD's rules at TAC, Title 31, Part 2, Chapter 51, Subchapter L, Rule 51.350.
- 1.21 PUBLIC DISCLOSURE/NEWS RELEASES: No public disclosures or news releases pertaining to this solicitation shall be made without prior written approval of TPWD.
- 1.22 NOTE TO RESPONDENT: Any terms and conditions attached to a response will not be considered unless specifically referred to on this solicitation form and may result in disqualification of the response submission. If any respondent takes a 'blanket exception' to the entire solicitation or does not provide proposed alternative language, the Respondent's response may be disqualified from further consideration.
- 1.23 NON-APPROPRIATION OF FUNDS: Any contract resulting from this solicitation is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TPWD's or contractor's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to contractor for any damages, which are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.

## **SECTION 2 – EXECUTIVE SUMMARY**

- 2.1 PROGRAM OVERVIEW: The Infrastructure Division of TPWD administers and manages the Department's Capital Program for multiple facilities throughout the State, for repairs and development. TPWD is seeking to contract with qualified and experienced firms to provide testing services for its facilities. The Contracting Branch of Infrastructure has determined the best method of on-site services is to utilize designated "State Park Regions" which organizes the State into six (6) geographic State Park Regions. The six (6) geographic State Park Regions are identified in Exhibit 5.3. It is the intent of the Owner to award a minimum of one (1) Blanket Contract per State Park Region for Geotechnical Engineering Services and Construction Testing Services. However, TPWD reserves the right to issue Task Order(s) to Testing Engineer in any State Park Region it deems necessary. Award of a Blanket contract or subsequent task order assignment under a Blanket contract will not disqualify a firm from responding to any future TPWD projects for which a project-specific RFQ may be issued.
- 2.2 PROGRAM ASSUMPTIONS: All work will comply with all applicable Federal, State and Agency standards.
- 2.3 DESCRIPTION OF SERVICES: The scope of services will vary from project to project. Upon identification of a need for services, Owner will request a proposal based on the negotiated schedule of applicable rates and upon acceptance of proposal, Owner will issue a Task Order. The size and quantity of Task Orders issued to a firm will vary depending on project need, schedule, the firm's workload, and availability of funding. Owner will issue Task Orders to firms identified as most qualified based on the firm's respective area of expertise, experience and ability to support the project with proper staffing in the geographic area of the project. Each firm with a Blanket contract may have a different volume or number of Task Orders since need and available funding may vary.

Professional services for on-site testing shall include all services and deliverables included in Exhibit 5.1 Draft Professional Services Agreement and Exhibit 5.2 Scope of Services.

**2.4 PROGRAM SCHEDULE:** Tentative Key Program planning schedule milestones are:

RFQ Issued:	June 15, 2018
Pre-submittal Conference:	July 11, 2018
Requested Date for Submission of Questions:	July 18, 2018
Qualifications Due from Respondents:	August 2, 2018
Evaluation of Qualifications:	August 3 – Sept. 3, 2018
Notification to Selected Firms of Oral Presentation with Owner:	September 7, 2018
Oral Presentations, if applicable:	September 10 – Sept. 14, 2018
Notification to Top Ranked Firm and Request for Fee Proposal:	September 24, 2018
Fee Proposal & Insurance Due:	October 8, 2018
Negotiation of Fee Proposal:	October 8 - October 19, 2018
Issue Notice of Award:	October 24, 2018

**Note to Respondent: The Proposed Program Planning Schedule is Owner's proposed schedule and is subject to change at Owner's sole discretion and without advance notice.**

CONTINUED ON NEXT PAGE

## **SECTION 3 – REQUIREMENTS FOR QUALIFICATIONS**

### **3.1 Criteria 1 - Summary of Practice History (35 points):**

- 3.1.1. Respondents shall carefully read the information and submit a complete statement addressing all questions in Section 3 and formatted as directed in Section 4. **In addition to the information below, respondent must complete Architect-Engineer Qualifications, SF 330 (Exhibit 5.5) and the Execution of Response shall be submitted with the Response.** Incomplete Responses will be considered non-responsive and subject to rejection.

***Provide Standard Form SF 330 Part I and Part II:***

- 3.1.1.1 Texas Parks and Wildlife Department is interested in the prospective prime firm's history and success with projects of similar programs, budgets, and/or clients as the program described in this request and evidence of meeting preferred qualifications above. List no more than five (5) projects meeting these criteria, completed in the last five (5) years

***Provide the following information for the firm and proposed consultants:***

- 3.1.1.2 Legal name of the company as registered with the Texas Secretary of State
- 3.1.1.3 Company Description
- 3.1.1.4 Physical address of the office that will be providing services
- 3.1.1.5 Mailing Address
- 3.1.1.6 Telephone and Facsimile numbers
- 3.1.1.7 E-mail address of company's primary contact
- 3.1.1.8 Names of top management and key employees and each person's duties that will be assigned to this program. Include the background and experience of these employees.
- 3.1.1.9 Years in business under the present firm name

***Please explain if this firm has substantial continuity with a predecessor firm under a different name:***

- 3.1.1.10 Approximate number of projects completed by the firm in the last five (5) years
- 3.1.1.11 Average number of years' experience for licensed professional staff member

***Sum of total years' experience divided by number of licensed staff***

- 3.1.1.12 Average number of years' experience for non-licensed technical staff members

***Sum of total years' experience divided by number of technical staff***

- 3.1.1.13 Average number of years of longevity of the technical staff with the firm

***"Technical staff" includes all licensed and non-licensed individuals***

### **3.2. Criteria 2 - Representative Projects (35 points):**

- 3.2.1. Submit a list (not to exceed 10), together with photo images, of representative projects completed within the past five years, for which the firm performed Construction Material Testing and/or Geotechnical Services. For each of these projects, provide the following information:
- 3.2.1.1 Name, Location, Size in Gross Square Feet;
  - 3.2.1.2 Building Use; (i.e., administrative, educational, etc.)
  - 3.2.1.3 New Construction or Renovation;
  - 3.2.1.4 Construction Type;
  - 3.2.1.5 Type of Service provided;

- 3.2.1.6 Contract Cost;
- 3.2.1.7 A brief statement demonstrating level of compliance with original budget for project fees, including total amount of change orders as a percentage of the original budget;
- 3.2.1.8 Name of your firm's principal-in-charge, or other key staff member(s) with prime responsibility for delivery of services;
- 3.2.1.9 Names of subconsultants utilized for the project; and
- 3.2.1.10 Owner, and owner contact information.

**3.3. Criteria 3 - Methodology (15 points):**

- 3.3.1 Describe your firm's process for:
  - 3.3.1.1 Developing the scope of work;
  - 3.3.1.2 Scheduling delivery of services;
  - 3.3.1.3 Typical scopes of work that are outsourced to sub-consultants or subcontractors;
  - 3.3.1.4 Project management;
  - 3.3.1.5 Coverage of State Park Region(s) geographical areas: TPWD's projects are Statewide, Respondent shall identify the location of their company's office that will directly support projects in the selected Region(s). If you do not have an office within the selected Region(s), explain how your firm intends to provide services for that Region(s);

**3.4 Criteria 4 - Quality Assurance / Quality Control (15 points):**

- 3.4.1 Provide a description of your firm's quality assurance program. Provide the name and job title of the person in your organization who oversees your quality assurance program. TPWD reserves the right to require a copy of your Quality Control Manual and Quality Assurance Processes, which, if contracted, will become a contract document.
- 3.4.2 Respondent shall describe its quality requirements and means of measurement. Provide a process flow chart on how quality is maintained and achieved.
- 3.4.3 The respondent shall describe the firm's policy regarding establishing quality control processes similar to ISO 9000 and other in-place controls for adherence to budget, quality, safety and schedule.

END OF CRITERIA

### **3.5 EXECUTION OF RESPONSE (SUBMIT ENTIRE SECTION WITH RESPONSE)**

**THIS EXECUTION OF RESPONSE MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF RESPONSE WITH THE QUALIFICATIONS STATEMENT MAY RESULT IN REJECTION OF THE QUALIFICATIONS.**

**SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.**

- 3.5.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for Detailed Statements of Qualification and is not a contract or an offer to contract; (2) the submission of Detailed Statements of Qualification by Respondent in response to this RFQ will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFQ; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.
- 3.5.2 By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Response, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.
- 3.5.3 By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Qualifications.
- 3.5.4 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- 3.5.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in §15.01, *et. seq.*, *Texas Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.
- 3.5.6 By signature hereon, Respondent represents and warrants that:
  - 3.5.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;
  - 3.5.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
  - 3.5.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
  - 3.5.6.4 Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;

3.5.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract, Reference Exhibit 5.4, Owner's Insurance Requirements.

3.5.6.6 By signature hereon, Respondent certifies that all statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

3.5.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications.

3.5.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.

3.5.9 By signature hereon, Respondent agrees to comply with *Texas Government Code*, Title 10, Subtitle D, §2155.4441, relating to use of services contracts for products produced in the State of Texas

3.5.10 By signature hereon, Respondent certifies as follows:

3.5.10.1 Respondent certifies that they are in compliance with *Texas Government Code*, Title 6, §669.003, relating to contracting with executive head of a State agency. If §669.003 applies, Respondent will provide the following information in order for the Response to be evaluated:

Name of former executive: \_\_\_\_\_

Name of State agency: \_\_\_\_\_

Date of separation from State agency: \_\_\_\_\_

Position with Respondent: \_\_\_\_\_

Date of employment with Respondent: \_\_\_\_\_

3.5.10.2 "Under §231.006, *Texas Family Code*, the Respondent or applicant certifies that the individual or business entity named in this response is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

3.5.10.3 "Under §2155.004, *Texas Government Code*, the Respondent or applicant certifies that the individual or business entity named in this response is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

3.5.10.4 "Under §2155.006, *Texas Government Code*, the Respondent or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

3.5.10.5 "Under §2254.004, *Texas Government Code*, the Respondent or applicant certifies that each individual or business entity which is an engineer proposed by Respondent as a member of the team was selected based on competence and qualifications only."

- 3.5.11 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, or by any other such kinship exist between Respondent and an employee of Texas Parks and Wildlife Department, and that Respondent has not been an employee of any Texas Parks and Wildlife Department within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.
- 3.5.12 Respondent represents and warrants that all articles and services quoted in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- 3.5.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.5.14 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 3.5.15 By signature hereon, Respondent certifies that no member of the Texas Parks and Wildlife Commission, or the Executive Officers of Texas Parks and Wildlife Department or its component, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.
- 3.5.16 By signature hereon, Respondent certifies that the responding entity and its principles are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- 3.5.17 Pursuant to *Texas Government Code*, Title 10, Subchapter F, §§ 2270.001-2270.002, TPWD may not enter into a contract with a company (as defined by *Texas Government Code*, Title 8, Subchapter A, § 808.001) that boycotts Israel. By signing this bid, Respondent verifies that in accordance with *Texas Government Code*, Title 10, Subchapter F, §§ 2270.001-2270.002, Respondent:
1. Does not boycott Israel; and
  2. Will not boycott Israel during the term of the contract.
- 3.5.18 Pursuant to *Texas Government Code*, Title 10, Subchapter F, §§ 2252.151-2252.154, TPWD may not enter into a contract with a company (as defined by *Texas Government Code*, Title 8, Subchapter A, § 806.051) that is identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under *Texas Government Code*, §§ 806.001, 807.051 or 2252.153. By signing this bid, Respondent certifies that it is not a company identified on a list as prepared and maintained by the Texas Comptroller of Public Accounts pursuant to *Texas Government Code*, §§ 806.001, 807.051 or 2252.153.
- 3.5.19 By signature hereon, Respondent acknowledges that *Texas Government Code*, Title 10, Subchapter F, §§ 2252.201-2252.205 requires that all iron or steel products produced through a manufacturing process used in this project must be produced in the United States.
- 3.5.20 By signature hereon, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering into a Contract with TPWD. The Respondent also represents and warrants that entering into a Contract with

TPWD will not create the appearance of impropriety. In its response, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with TPWD. TPWD will decide, in its sole discretion, whether an actual or perceived conflict should result in disqualification or contract termination.

- 3.5.21 By signature hereon, the Respondent certifies that it has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded program within the past five years nor is it currently prohibited from contracting with a governmental agency. If the Respondent does have such a terminated contract, the Respondent shall identify each and provide an explanation for the termination.
- 3.5.22 Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of your firm using the Federal System for Award Management (SAM). This is a Federal government maintained database that records and tracks organizations, either known to or suspected of contributing to terrorist organizations. No state funds may be paid to an individual or firm whose name appears on this list. TPWD reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.

SIGNATURE REQUIRED ON THE NEXT PAGE

**RECEIPT IS HEREBY ACKNOWLEDGED OF THE FOLLOWING ADDENDA TO THIS RFQ (INITIAL IF APPLICABLE)**

No. 01 \_\_\_\_\_ No. 02 \_\_\_\_\_ No. 03 \_\_\_\_\_ No. 04 \_\_\_\_\_ No. 05 \_\_\_\_\_ No. 06 \_\_\_\_\_

**The Respondent must complete, sign and return this Execution of Response as part of their response.** The Respondent's company official(s) who are authorized to commit to such a response must sign response. Failure to sign and return this form will subject the response to disqualification.

Respondent's Name: \_\_\_\_\_

Respondent's State of Texas Tax Account No: \_\_\_\_\_  
(This 11 digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: \_\_\_\_\_

Respondent's Charter No: \_\_\_\_\_

**Identify each person who owns at least 25% of the Respondent's business entity by name and social security number in accordance with 3.8.10.2:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Social Security Number)

**Submitted and Certified By:**

\_\_\_\_\_  
(Respondent's Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

SEE NEXT PAGE FOR REGION(S) SELECTION

Respondent shall indicate, by checking the table below, each State Park Region(s) to which they are responding. Respondent may elect to submit its qualifications for multiple State Park Regions. Owner reserves the right to award a contract for any or all State Park Region(s) to which a response is provided. Owner reserves the right to issue Task Order(s) to Testing Engineer in any State Park Region it deems necessary.

**QUALIFICATIONS TO BE CONSIDERED FOR GEOTECHNICAL  
ENGINEERING SERVICES AND CONSTRUCTION TESTING SERVICES IN  
THE FOLLOWING STATE PARK REGIONS:**

STATE PARK REGION 1		STATE PARK REGION 4	
STATE PARK REGION 2		STATE PARK REGION 5	
STATE PARK REGION 3		STATE PARK REGION 6	

## **SECTION 4 – FORMAT FOR RESPONSES**

### **4.1 GENERAL INSTRUCTIONS**

- 4.1.1 Qualifications Statements shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualification Statements will be considered non-responsive and subject to rejection.
- 4.1.3 Qualifications and any other information submitted by Respondents in response to this RFQ shall become the property of the Owner.
- 4.1.4 The Owner will not compensate respondents for any expenses incurred in response preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Qualifications at their own risk and expense.
- 4.1.5 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.6 The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFQ. The Owner reserves the right to accept or reject any or all Responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 4.1.7 Responses shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the RFQ; however, it is essential to reference the question number with the corresponding answer.
- 4.1.8 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

### **4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:**

- 4.2.1 Responses shall be printed on letter-size (8-1/2" x 11") paper and assembled in a simple, economical and environmentally friendly manner **with no metal spiral bindings**.
- 4.2.2 Additional attachments shall NOT be included with the Response. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.
- 4.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.

### **4.3 TABLE OF CONTENTS:**

- 4.3.1 Responses shall include an organized, paginated "Table of Contents" corresponding to each section of the Response.

4.4 **PAGINATION:**

- 4.4.1 Number all pages of the response sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to any other attachments provide as part of this RFQ.

**SECTION 5 - EXHIBITS TO THE RFQ**

- 5.1 Statewide Geotechnical Engineering Services and Construction Testing Services – DRAFT Professional Services Agreement
- 5.2 Scope of Services
- 5.3 TPWD Geographic State Parks Regional Map
- 5.4 Owner's Insurance Requirements
- 5.5 Standard Form SF330

**— END —**

## **Exhibit 5.1**

Statewide Geotechnical Engineering Services and Construction Testing  
Services – DRAFT Professional Services Agreement



**TEXAS PARKS AND WILDLIFE DEPARTMENT**

**STATEWIDE BLANKET - GEOTECHNICAL ENGINEERING AND  
CONSTRUCTION TESTING SERVICES**

**PROFESSIONAL SERVICES AGREEMENT**

**STATE OF TEXAS                   §**

**COUNTY OF TRAVIS           §**

**THIS AGREEMENT** made, and entered into the \_\_\_\_ day of \_\_\_\_ 2018, by and between the TEXAS PARKS AND WILDLIFE DEPARTMENT, 4200 Smith School Road, Austin, Texas 78744, hereinafter "Owner", and, \_\_\_\_\_, hereinafter "Testing Engineer",

**WITNESSETH**

**WHEREAS**, under Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act," provides for the procurement of Engineering services. Owner intends to obtain certain professional services in connection with certain Public Works Projects at various Texas Parks and Wildlife locations throughout the State of Texas, as evidenced in writing by "Task Orders"; and

**WHEREAS**, it is mutually agreed that Testing Engineer shall provide professional geotechnical engineering services and construction materials testing services as herein described for the Projects in State Park Region(s) \_\_\_\_\_ as required by each Task Order; and the Testing Engineer has agreed to provide the professional services subject to the terms and conditions hereinafter set forth. Testing Engineer acknowledges and agrees that nothing in this Agreement confers any right to, expectation or, or guarantee of, a minimum number of Task Orders or amount of Work.

**WHEREAS**, all terms and conditions of the Request for Qualifications documents, including, but not limited to insurance requirements and Scope of Work are hereby incorporated by reference into this **Contract Number** \_\_\_\_\_. In the event that there is a conflict between the contract documents, this Contract and its attachments take priority over all other documents. Following the Contract in order of priority is: Request for Qualifications and Contract Documents, Task Orders, Task Order proposals, Testing Engineers Response to the Request for Qualifications.

**NOW, THEREFORE**, Owner and Testing Engineer, for and in consideration of the mutual promises, obligations, and benefits hereof, contract as follows:

**ARTICLE 1   EMPLOYMENT OF TESTING ENGINEER**

All engineering services shall be performed by a professional engineer registered in the State of Texas. Owner and Testing Engineer agree Testing Engineer is an independent Testing Engineer and not an agent of Owner and Testing Engineer agrees to perform professional testing services in connection with any Task Order as described below, and for having rendered such services, Owner agrees to pay to Testing Engineer compensation as stated herein, subject to the terms and conditions hereof.

## **1.1 Scope of Services**

The scope of professional services of the Testing Engineer will include those services set forth in future individual Task Orders, which will reference this Agreement for all purposes. A list of services that maybe required are include in Exhibit 5.2.

## **1.2 Testing Engineer's Responsibilities**

Services of Testing Engineer – Geotechnical Engineering Services and Construction Testing:

1.2.1 The specific scope of professional services for each project to be performed by the Testing Engineer shall be determined in advance and in writing between the Owner and the Testing Engineer. These services shall be set forth in individual Task Orders, which are to be attached and incorporated in this Agreement for all purposes.

- a. TPWD may, at its sole discretion, require an initial pre-proposal site meeting with the Testing Engineer to confirm and revise the scope of work for the project(s) and the preliminary estimate of cost for project construction. Testing Engineer cannot be compensated for the site meetings if required. Participation in a pre-proposal site meeting is not a guarantee or promise of a task order award.

The Owner shall prepare a Request for a Task Order Proposal (RTOP) identifying the project and describing, in general, the intended scope and character of the project, the preliminary cost estimate, and schedule for the project.

In response to the RTOP, the Testing Engineer shall provide Owner with a written project proposal. The project proposal shall include:

- a. A brief narrative that reflects its understanding of the project scope of work.
- b. A detailed scope of all services anticipated including, but not limited to, an estimated number of site visits.
- c. A preliminary schedule detailing the duration of activities necessary for accomplishing the services to be provided.
- d. A fee proposal of the total fee that includes a breakdown of the number of hours (by pre-priced specialty) required to complete this project including schedule of services and fees.
- e. A description of the total amount of reimbursable expenses anticipated including a "Not to Exceed" estimate.

1.2.2 The Owner shall review Testing Engineer's Project Proposal and negotiate any changes, clarifications, or modifications thereto. The Testing Engineer shall submit a revised Project Proposal incorporating any changes, clarifications, or modifications made in the review process. The Owner may accept, reject, or seek modification of any Project Proposal.

1.2.3 Upon approval of the Project Proposal by the Owner, the Owner shall issue an Authorization to Proceed. The Authorization to Proceed authorizes the Testing Engineer to begin the work identified in the Project Proposal and shall include a Purchase Order number for the Task Order specific to the project.

- 1.2.4 It is the policy of Owner to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. **If a single Task Order is anticipated to exceed \$100,000 and the Owner determines that subcontracting opportunities are probable, Testing Engineer agrees to allocate work to consultants that are Historically Underutilized Businesses in accordance with Owner's policy and the HUB Subcontracting Plan (HSP) submitted and approved prior to award of the Task Order. The Testing Engineer shall administer this approved HSP throughout the Project and no changes shall be made to the HSP without written approval by Owner. While this Agreement is in effect and until the expiration of one year after final completion of the final Task Order issued pursuant to this Contract, Owner may require information from Testing Engineer, and may conduct audits, to assure that the HSP is followed.**
- a. If a HSP is a part of a Task Order, Testing Engineer shall submit a Progress Assessment Report (PAR) to TPWD HUB Administration no later than the 5<sup>th</sup> working day of the month. The PAR is the monthly compliance report verifying Testing Engineer's compliance with the HSP including the expenditures the Testing Engineer has made to sub-consultants during the prior month.
- 1.2.5 Testing Engineer shall allocate adequate time, personnel and resources as necessary to perform its services. Changes of Testing Engineer's key personnel identified in Testing Engineer's response to the Request for Qualification shall **not** be made without prior written approval of the Owner. Owner may request that Testing Engineer replace unsatisfactory personnel, which request shall not be unreasonably denied.

### **1.3 Geotechnical Engineering Services and Construction Testing Services:**

- 1.3.1 When requested by the Owner, the Testing Engineer shall perform Geotechnical Engineering Services and Construction Testing Services as hereinafter stated and as provided in individual Task Orders. Testing Engineer warrants that it will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with the customarily accepted good State of Texas professional practices as exhibited by other professionals engaged in similar work in similar locales. If the Testing Engineer fails to meet the foregoing standard, Testing Engineer will perform forthwith at its own cost, and without reimbursement from the Owner, the professional services necessary to correct errors and omissions which are caused by Testing Engineer's failure to comply with the above standard, and any and all costs and/or losses incurred by Owner as a result of such errors, omissions or deficiencies may be deducted from Testing Engineer's compensation due under this Agreement and Testing Engineer shall reimburse Owner for any and all such costs and/or losses in excess of Testing Engineer's compensation due under this Agreement.
- 1.3.2 Requests for particular testing services will come from the following: Primary Point of Contact shall be Owner's on-site construction manager. Secondary Point of Contact shall be Owner's on-site inspector.
- 1.3.3 One (1) Original of the formal test report will be sent to Owner's headquarters in Austin, Texas, and one (1) electronic copy each to the Owner's inspector, construction manager, project manager, AE of Record and construction contractor. Appropriate names and mailing addresses will be provided to the Testing Engineer by the Owner's Project Manager after award of the Task Order.
- 1.3.4 All retests shall be noted on appropriate test report and corresponding invoice.

## **ARTICLE 2 INSURANCE REQUIREMENTS**

Insurance - See **Exhibit B** of Request for Proposal, "Owner's Insurance Requirements."

## **ARTICLE 3 OWNER'S RESPONSIBILITY**

The Owner's on-site construction manager or inspector will notify the Testing Engineer of required tests with as much advance notice as possible. The Owner will notify the Testing Engineer as soon as possible of any extended period of time construction will be stopped.

## **ARTICLE 4 CONTRACT TERM**

The term of this Agreement shall begin on the date first written above and continue for a period of two (2) calendar years. This Agreement is subject to renewal at the option of the Owner for one (1) additional two (2) year extension.

This Agreement shall remain in full force and effect for the period required for the completion of any and all Task Order(s), including required extensions thereto, unless terminated pursuant to the provisions of this Agreement.

## **ARTICLE 5 PRODUCTION SCHEDULE**

The term of each individual Task Order shall begin upon issuance of a Notice of Award/Authorization to Proceed and continue until the project has been completed and accepted by Owner. Testing Engineer shall complete assessment/testing as set forth in individual Task Orders and shall prepare and submit to Owner written recommendations and reports as set forth in such Task Orders.

## **ARTICLE 6 PAYMENTS**

### **6.1 Rates for Task Orders**

- 6.1.1 Prior to entering into any agreement between Testing Engineer and Owner, and Testing Engineer and its consultants, Testing Engineer shall submit a full list of all personnel titles and the hourly billing rate for each and a price list for all tests with a naming convention that must be used to price task orders which shall be attached hereto as an **Exhibit A**.

The Testing Engineer shall be paid based on rates expended pursuant to this Agreement. Rates and fees are set forth in **Exhibit A** and shall remain firm throughout the term of this Agreement.

- 6.1.2. Payments under this Agreement will not exceed amount specified in each individual Task Order.
- 6.1.3 Payment shall be made monthly upon receipt and approval of properly executed invoices from the Testing Engineer. Invoices shall identify all tests as to type and quantity performed during the previous month and shall specify contract number billed and shall reference the Project Number. Owner's representative will maintain on-going review and status of Testing Engineer's progress toward completion of services and will certify whether Testing Engineer's billings are reasonably comparable with the work completed. Payment(s) will not be made until all work has been reviewed and accepted by Owner.
- 6.1.4 Payment by Owner shall be warrants issued by the Comptroller of Public Accounts out of monies appropriated to the Owner for such purposes.
- 6.1.5 If an approved HSP is a requirement of a Task Order, Testing Engineer shall submit a **copy** of the current month's Progress Assessment Report (PAR) with the invoice to document compliance with the HUB Subcontracting Plan.

## 6.2 Reimbursable Expenses:

Reimbursable expenses shall be calculated as an amount not to exceed 1.00 times the amounts actually expended by Testing Engineer, Testing Engineer's employees and consultants in the interest of the Project.

- 6.2.1 Owner shall reimburse Testing Engineer for the services provided in accordance with this agreement. Payments to Testing Engineer, and other terms and conditions of this Agreement, as follows:
- 6.2.2 Owner shall reimburse Testing Engineer for direct non-labor subcontract expense at documented invoice cost, subject to Owner's prior approval. Direct non-labor expense shall not include office supplies and general operating expenses. Invoices for reimbursable expenses shall include back up documentation to substantiate the costs for the expenses to be reimbursed.
- 6.2.3 Owner shall reimburse Testing Engineer the following expenses for Owner Authorized travel directly associated with testing services and/or additional services as set out in the Task Order upon receipt of Testing Engineer's documented invoice.
- 6.2.4 Travel Costs: Owner shall reimburse Testing Engineer the following expenses for Owner Authorized travel upon receipt of Testing Engineer's documented invoice. Actual lodging, food, and mileage rates shall be the U.S General Services Administration (GSA) federal rate in effect at the time the Task Order is executed and the rates shall remain the same until the Task Order is complete. Lodging and food costs shall be reimbursed for overnight travel only. Transportation costs shall be reimbursed for travel only in excess of fifty (50) miles, one-way, from Testing Engineer's office.
  - a. Lodging: Testing Engineer shall be reimbursed up to the maximum U.S. General Services Administration (GSA) federal lodging rate for the city or county of the primary destination plus the applicable tax. The federal GSA standard rate shall apply if the city or county of the primary destination is not listed. Lodging expenses shall be documented by submittal of receipts with Testing Engineer's invoice.
  - b. Food/Meals: Testing Engineer shall be reimbursed up to the maximum U.S. General Services Administration (GSA) federal rate for meals. Meal expenses shall be documented by submittal of receipts with Testing Engineer's invoice.
  - c. Transportation: Testing Engineer shall be reimbursed mileage expenses not to exceed the maximum GSA federal rates which can be found at: <https://fm.xcpa.state.tx.us/fm/travel/milerate/index.php>.
  - d. Air Fare (Coach Class): Requires prior Owner approval. Testing Engineer shall be reimbursed for actual cost of coach class air fare documented by submittal of receipts with Testing Engineer's invoice.
  - e. Car Rental (Mid-Size): Testing Engineer shall be reimbursed for actual cost of a mid-size vehicle. Vehicle rental at a higher cost than for a mid-size vehicle shall require prior approval of Owner. Mileage will not be reimbursed while driving a rental vehicle. Fuel costs for rental vehicles shall be reimbursed at cost of self-fueled rate per gallon. Car rental and fuel expenses shall be documented by submittal of receipts with Testing Engineer's invoice.

**TOTAL REIMBURSABLE EXPENSES SHALL NOT-EXCEED: Amount Specified in each Task Order.**

### **6.3 Payments Withheld**

- 6.3.1 Under no circumstances shall Owner be obligated to make any payment (whether a progress payment or final payment) to Testing Engineer, if any one or more of the following conditions exist:
- a. Testing Engineer is in breach or default under this Agreement;
  - b. Any portion of a payment is for services that were not performed in accordance with this Agreement provided, however, payment shall be made for those services which were performed in accordance with this Agreement;
  - c. Testing Engineer has failed to make payments promptly to consultants or other third parties used in connection with services for which Owner has made payment to Testing Engineer;
- 6.3.2 If Owner, in good faith, determines that the balance of the unpaid fees are not sufficient to complete the services in accordance with this Agreement; or if Testing Engineer has failed to achieve a level of performance necessary to maintain the project schedule.
- 6.3.3 No deductions shall be made from Testing Engineer's compensation on account of liquidated damages or other sums withheld from payments to other contractors or on account of the cost of changes in the Work other than those for which Testing Engineer may be liable.

### **ARTICLE 7 TESTING ENGINEER ACCOUNTING RECORDS**

- 7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of agreed upon hourly billing rate as stated in Rate Schedule, **Exhibit A** shall be kept on the basis of Generally Accepted Accounting Principles and shall be available to Owner or Owner's authorized representative at mutually convenient times for a period of at least seven (7) years after final completion of the Project. Owner shall have the right to verify the details set forth in Testing Engineer's billings, certificates, and Invoices, either before or after payment by (1) inspecting the books and records of Testing Engineer during normal business hours; (2) examining any reports with respect to this Project; (3) interviewing Testing Engineer's business employees; (4) visiting the Project site; and (5) other reasonable action.
- 7.2 Records of Testing Engineer's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for seven (7) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Testing Engineer in writing.

### **ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS**

Reports and recommendations as instruments of service are and shall remain property of Testing Engineer whether the Project for which they are made is executed or not. Owner shall be permitted to retain copies, including reproducible copies, of reports and recommendations for information and reference in connection with Owner's use and occupancy of the Project. Owner shall have an irrevocable, paid-up, and perpetual non-exclusive license and right, which shall survive the termination of this agreement, to use the reports and recommendations, including the originals thereof, and the information contained therein, for any purpose, regardless of whether Testing Engineer's Agreement has been terminated. Testing Engineer shall not be liable for any changes made by Owner to the recommendations or for claims or actions arising from any such changes on projects in which Testing Engineer is not involved.

## **ARTICLE 9    TERMINATION OF AGREEMENT**

- 9.1    **Termination for Convenience:** Owner reserves the right to terminate this agreement at any time, in whole or in part, without cost or penalty, by providing at least seven (7) days' written notice to Testing Engineer, if Owner determines that such termination is in the best interest of the state. In the event of termination not the fault of Testing Engineer, Testing Engineer shall be compensated for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Testing Engineer shall have delivered to Owner such statements, accounts, reports and other materials as required together with all reports, documents and other materials prepared by Testing Engineer prior to termination.
- 9.2    **Termination for Cause/Default:** If the Testing Engineer defaults on the Agreement, Owner reserves the right to cancel the Agreement upon written notice of the default to Testing Engineer and after providing an opportunity to cure the default. If Testing Engineer fails to provide and implement corrective action within seven (7) days from receipt of Owner's written notice to terminate for Cause/Default, Owner reserves the right to either re-solicit or re-award the Agreement to the next best responsive and responsible respondent. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changes. The period of suspension will be determined by Owner based on the seriousness of the default. In such case, Testing Engineer shall be liable to Owner for any additional cost occasioned to Owner thereby.
- 9.3    A termination under this Article shall not relieve Testing Engineer or any of its employees of liability for violations of this Agreement, or any willful, negligent, or accidental act or omission of Testing Engineer. The provisions of this Article hereof shall survive the termination of this Agreement.
- 9.4    As of the date of termination of this Agreement, Testing Engineer shall furnish to Owner all documents, statements, accounts, reports and other materials as are required hereunder or as have been prepared by Testing Engineer in connection with Testing Engineer's responsibilities hereunder. Owner shall have the right to use the reports and recommendations therein contained for the completion of the services described by this Agreement, and for completion of the Project, or otherwise.
- 9.5    Upon receipt of termination notice, Testing Engineer shall: (1) immediately discontinue all services affected and undertake to terminate (unless the notice directs otherwise) and undertake to terminate any relevant Subcontracts and will incur no further expense related to this Agreement, and (2) deliver to Owner all data reports, and such other information and materials as may have been accumulated by Testing Engineer in performing this Agreement, whether completed or in progress. Upon such delivery to Owner, Testing Engineer shall be paid for the value of services rendered by Testing Engineer if the same are accepted and approved by Owner. All work produced shall be the sole property of Owner.

## **ARTICLE 10    SUCCESSORS AND ASSIGNS**

Owner and Testing Engineer, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, permitted successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement is a personal service contract for the services of Testing Engineer, and Testing Engineer's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by Owner.

## **ARTICLE 11    EXTENT OF AGREEMENT**

This Agreement supersedes all prior agreements, written or oral, between Testing Engineer and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter

hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Owner and Testing Engineer.

## **ARTICLE 12 MISCELLANEOUS PROVISIONS**

- 12.1 **Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 12.2 **Governing Law.** This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to principles of conflicts of laws
- 12.3 **Waivers.** Nothing in this Agreement shall be construed as a waiver of the state's sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to the State of Texas. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies or immunities available to the State of Texas, Owner, or Testing Engineer under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. Neither Owner nor Testing Engineer waives any privileges, rights, defenses or immunities available to the Owner by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement.
- 12.4 **Severability.** In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants and conditions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 12.5 **Independent Contractor.** This agreement shall not render the Testing Engineer an employee, officer, or agent of the TPWD for any purpose. The Testing Engineer is and shall remain an independent contractor in relationship to the TPWD. The TPWD shall not be responsible for withholding taxes from payments made under the agreement. The Testing Engineer shall have no claim against the TPWD for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- 12.6 **Child Support Certification.** Pursuant to Section 231.006, *Texas Family Code*, Testing Engineer certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 12.7 **Eligibility Certification.** Pursuant to Section 2155.004, *Texas Government Code*, certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12.8 **Franchise Tax Certification.** A corporate or limited liability company certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. **Making a false statement as to corporate tax status is a material breach of Agreement.**
- 12.9 **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Testing Engineer agrees that any payments owing to Testing Engineer under this Agreement may be applied directly toward any debt or delinquency that Testing Engineer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

- 12.10 **Loss of Funding.** Performance by Owner under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Texas Parks and Wildlife Department (the "Department"). If the Legislature or Department fails to appropriate or allot the necessary funds, or fails to allocate the necessary funds, then Owner shall issue written notice to Testing Engineer and Owner may terminate this Agreement in accordance with Article 10. Testing Engineer acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.
- 12.11 **Proprietary Interests.** All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Testing Engineer in the performance of services for Owner, which is not generally known to the public, shall be confidential. shall not, beginning on the date of first association or communication between Owner and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Testing Engineer's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Testing Engineer as an independent contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of Owner. Testing Engineer shall obtain assurances similar to those contained in this Subparagraph from persons, vendors, and consultants retained by Testing Engineer. Testing Engineer acknowledges and agrees that a breach by of the provisions hereof will cause Owner irreparable injury and damage, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.
- 12.12 **Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Testing Engineer, a representative to act partially or wholly for Owner in connection with the performance of Owner's obligations hereunder. Testing Engineer shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.
- 12.13 **Dispute Resolution.** The dispute resolution process provided for in Chapter 2260 of Texas Gov't Code and TPWD regulations shall be used by TPWD and the Respondent to resolve all disputes arising under this contract. Testing Engineer shall comply with such rules, as revised from time to time.

The dispute resolution process provided for in Chapter 2260 and TPWD regulations shall be used, as further described herein, to attempt to resolve any claim for breach of contract asserted by the Testing Engineer under the Contract. If the Testing Engineer's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Testing Engineer shall submit written notice, as required by Chapter 2260. The notice shall also be given to the individual identified in the Contract for receipt of notices. Compliance by the Testing Engineer with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is the Testing Engineer's sole and exclusive process for seeking a remedy for an alleged breach of Contract by TPWD if the Parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by TPWD nor any other conduct of any representative of TPWD relating to the Contract shall be considered a waiver of sovereign immunity to suit.

Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by TPWD, the Testing Engineer shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending

under either of the above processes; however, the Testing Engineer may suspend performance during the pendency of such claim or dispute if the Testing Engineer has complied with all provisions of Gov't Code §2251.051, and such suspension of performance is expressly applicable and authorized under that law.

- 12.14 **Notices.** All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, or to such person or address as may be given in writing by either party to the other in accordance with the aforesaid. Any written notices required under this Agreement will be by hand delivery to Testing Firm's office address specified on page of this Agreement or by U.S. Mail, certified, return receipt requested, to TPWD, Attention: Infrastructure Division, 4200 Smith School Road, Austin, TX 78744. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.
- 12.15 **Authority to Act.** Testing Engineer warrants, represents, and agrees that (1) it is a duly organized and validly existing legal entity in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Testing Engineer has been duly authorized to act for and bind Testing Engineer.
- 12.16 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed, construed, and considered to be an original, but all of which shall constitute one and the same instrument.
- 12.17 **Noncollusion.** The Testing Engineers warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Testing Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or Testing Engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement.
- For breach or violation of this warranty, the Owner shall have the right to annul this agreement without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- 12.18 **Gratuities.** Texas Parks and Wildlife Department policy mandates that employees of TPWD shall not accept any benefit; gift or favor from any person doing business with or who reasonably speaking may do business with the State under this **contract**. The only exceptions allowed are items that have received the advance written approval of the Executive Director of Texas Parks and Wildlife Department.  
Any person doing business with or who reasonably speaking may do business with the State under this agreement may not make any offer of benefits, gifts or favors to department employees, except as mentioned above. Failure on the part of **Testing Engineer** to adhere to this policy may result in the termination of this agreement.
- 12.19 **Patent Rights.** The State of Texas shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Testing Engineer under this agreement.
- 12.20 **Buy Texas.** In accordance with §2155.441, Gov't Code, the Testing Engineer shall, in performing any services under the Agreement, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside of Texas.

## **ARTICLE 13 OTHER CONDITIONS OR SERVICES**

Owner and Testing Engineer hereby agree to the full performance of the covenants contained herein.

- 13.1 **Testing Engineer's Services** are those services described in Article I, for which compensation is provided in this Agreement.
- 13.2 **Record reports and recommendations.** Upon completion of the project, Testing Engineer shall provide Owner two (2) identical sets of testing reports.
- 13.3 **Cooperation.** All project managers, employees, and associated subcontractors shall cooperate with and assist each other and all other Contractors and design professionals retained by Owner. Testing Engineer agrees to conduct all of its services under this Agreement by and through appropriate communications with the ODR. No work, installation or other services shall be undertaken by Testing Engineer except with the prior written authorization of the Owner. Testing Engineer understands and agrees that work, installation or other service performed without the prior written authorization of the Owner is work outside the scope of this Agreement and shall be performed exclusively at Testing Engineer's risk.

## **ARTICLE 14 INDEMNIFICATION AND LIABILITY:**

- 14.1. **Acts or Omissions:** TESTING ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, TPWD, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE TESTING ENGINEER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE TESTING ENGINEER WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND TESTING ENGINEER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. TESTING ENGINEER AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- 14.2. **Infringements:**
  - 14.2.1. TESTING ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, TPWD, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF THE TESTING ENGINEER PURSUANT TO THIS CONTRACT. TESTING ENGINEER AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. TESTING ENGINEER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY TESTING ENGINEER WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND TESTING ENGINEER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

14.2.2. Testing Engineer shall have no liability under this Section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Testing Engineer's written approval, (iii) any modifications made to the product by the Testing Engineer pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

14.2.3. If Testing Engineer becomes aware of an actual or potential claim, or Customer provides Testing Engineer with notice of an actual or potential claim, Testing Engineer may (or in the case of an injunction against Customer, shall), at Testing Engineer's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

14.3. **Compensation/Unemployment Insurance – Including Indemnity:**

14.3.1. **TESTING ENGINEER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, TESTING ENGINEER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF TESTING ENGINEER'S AND TESTING ENGINEER'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. TESTING ENGINEER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TPWD AND/OR THE STATE SHALL NOT BE LIABLE TO THE TESTING ENGINEER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.**

14.3.2. **TESTING ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS TPWD, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, TESTING ENGINEER, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. TESTING ENGINEER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND TESTING ENGINEER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. TESTING ENGINEER AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

**ARTICLE 15 CONTRACT AMENDMENT**

Any amendment to this Agreement shall be in written notice signed by both parties.

## **ARTICLE 16 APPLICABLE LAWS AND VENUE**

Testing Engineer agree that the Agreement in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The Testing Engineer also agrees that the exclusive venue and jurisdiction of any legal action or suit concerning TPWD under this Agreement is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas.

## **ARTICLE 17 RIGHT TO AUDIT/RECORDS RETENTION**

Testing Engineer understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. Testing Engineer further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Testing Engineer shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Testing Engineer and the requirement to cooperate is included in any subcontract it awards. Testing Engineer shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Testing Engineer shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Testing Engineer shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Testing Engineer and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Testing Engineer must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TPWD and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor. Testing Engineer shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Testing Engineer's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TPWD and the State of Texas to immediately assess appropriate damages for such failure.

## **ARTICLE 18 FEDERALLY FUNDED PROJECTS**

On Federally funded projects, the Owner may waive, suspend or modify any Article in this Agreement which conflicts with any Federal statute, rule, regulation or procedure, where such waiver, suspension or modification is essential to receipt by the Owner of such Federal funds for the project. In the case of any project wholly financed by Federal funds, any standards required by the enabling Federal statute, or any Federal rules, regulations or procedures adopted pursuant thereto, shall be controlling.

## **ARTICLE 19 FEDERAL, STATE AND LOCAL REQUIREMENTS**

Testing Engineer shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Testing Engineer is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Testing Engineer shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Testing Engineer or its employees for any Unemployment or Worker's Compensation coverage or federal or State withholding requirements. Testing Engineer shall indemnify the State of Texas and shall pay all costs, penalties or losses resulting from Testing Engineer's omission or breach of this Section.

## **ARTICLE 20 CIVIL RIGHTS**

Testing Engineer shall comply with all federal, state and local laws, regulations, executive orders, ordinances and requirements and guidelines applicable to a Testing Engineer providing services to the State of Texas as these laws, regulations, executive orders, ordinances, and requirements and guidelines currently

exist and as they are amended throughout the term of this Agreement. The Owner reserves the right in its sole discretion to unilaterally amend this Agreement throughout its term to incorporate any modifications necessary for Owner's or Testing Engineer's compliance with all applicable State and federal laws and regulations. Without limiting the foregoing, Testing Engineer expressly agrees to comply with the following laws, regulations and executive order to the extent they are applicable to the Agreement: (i) Titles VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) 40 TAC § 819.12 & Tex Labor Code Chapter 21 relating to Prohibitions relating to employment and discrimination; (viii) all regulations and administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling and delivery of food products, if applicable. All laws, regulations and executive orders applicable to the Agreement are incorporated by reference where so required by law.

#### **ARTICLE 21 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES**

Testing Engineer represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com Code, Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit and that Testing Engineer has not been found to be liable for such practices in such proceedings. Testing Engineer certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and those such officers have not been found to be liable for such practices in such proceedings

#### **ARTICLE 22 EQUAL OPPORTUNITY**

Testing Engineer represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed religion, political belief, sex, sexual orientation, age and disability in the performance of this Agreement.

#### **ARTICLE 23 FORCE MAJEURE**

The Owner may grant relief from performance of contract if the Testing Engineer is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Testing Engineer. The burden of proof for the need of such relief shall rest upon the Testing Engineer. To obtain release based on force majeure, the Testing Engineer shall file a written request with the Owner.

#### **ARTICLE 24 FELONY CRIMINAL CONVICTIONS**

Testing Engineer represents and warrants that Testing Engineer has not and Testing Engineer's employees have not been convicted of a felony criminal offense or that if such a conviction has occurred, Testing Engineer has fully advised the Owner as to the facts and circumstances surrounding the conviction.

#### **ARTICLE 25 STATUTE OF LIMITATIONS**

Applicable statute(s) of limitation shall commence to run and any alleged cause of action shall accrue when the party commencing such cause of action knows or reasonably should have known of the existence or occurrence of the act(s) or failure(s) to act giving rise to the claim.

#### **ARTICLE 26 EXTENT OF AGREEMENT**

This Agreement supersedes all prior agreements, written or oral, between Testing Engineer and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter

hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Owner and Testing Engineer.

## **ARTICLE 27 REMEDIES**

Neither Owner's review, approval or acceptance of, nor payment for any of the services ordered under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, nor shall the same shift responsibility for Testing Engineer's work performed pursuant to this Agreement, and Testing Engineer shall be and remain liable to Owner in accordance with applicable law, current as of the date of this Agreement, for all damages to Owner caused by Testing Engineer's failure to perform any of the terms of this Agreement. The rights and remedies of Owner provided for under this Agreement are in addition to any other rights and remedies provided by law.

## **ARTICLE 28 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM**

By entering into this Contract, the Testing Engineer certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (a) All persons employed to perform duties within Texas, during the term of the Contract; and
- (b) All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.

The Testing Engineer shall provide, upon request of Texas Parks and Wildlife Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Testing Engineer, and Testing Engineer's subcontractors, as proof that this provision is being followed.

**If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Testing Engineer shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.**

## **ARTICLE 29 LIST OF EXHIBITS**

The following exhibits are fully incorporated into the Agreement by reference:

Exhibit A – Fee Proposal and Schedule of Applicable Rates

Exhibit B – Owner's Insurance Requirements

**[SIGNATURES PROVIDED ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the day and year first written above.

**Attest:**  
(Corporate Seal)

**Name**  
**Address**  
**City, State, Zip**

**Texas Parks and Wildlife Department**  
4200 Smith School Road  
Austin, Texas 78744

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment A

### Schedule of Applicable Rates

DRAFT

## Attachment B

### Owner's Insurance Requirements of Testing Engineer

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## **Exhibit 5.2**

### Scope of Services



## EXHIBIT 5.2

### SCOPE OF SERVICES

**Geotechnical Engineering Services:** All customary and required geotechnical investigation and testing for, but not limited to, the following types of projects:

- a. Foundation design
- b. Pavement design
- c. On-site wastewater systems
- d. Earth Structures
- e. Bridges
- f. Forensic Investigations
- g. Site planning
- h. Freestanding and/or Retaining Walls

**Construction Testing Services:** All customary and required construction materials and construction work testing for, but not limited to, the following types of projects:

- a. Concrete, metal, masonry, wood and other materials used in building construction
- b. Existing historic and non-historic building forensic investigation
- c. Parking and roadway pavement
- d. Water and wastewater treatment systems
- e. Coatings Inspections

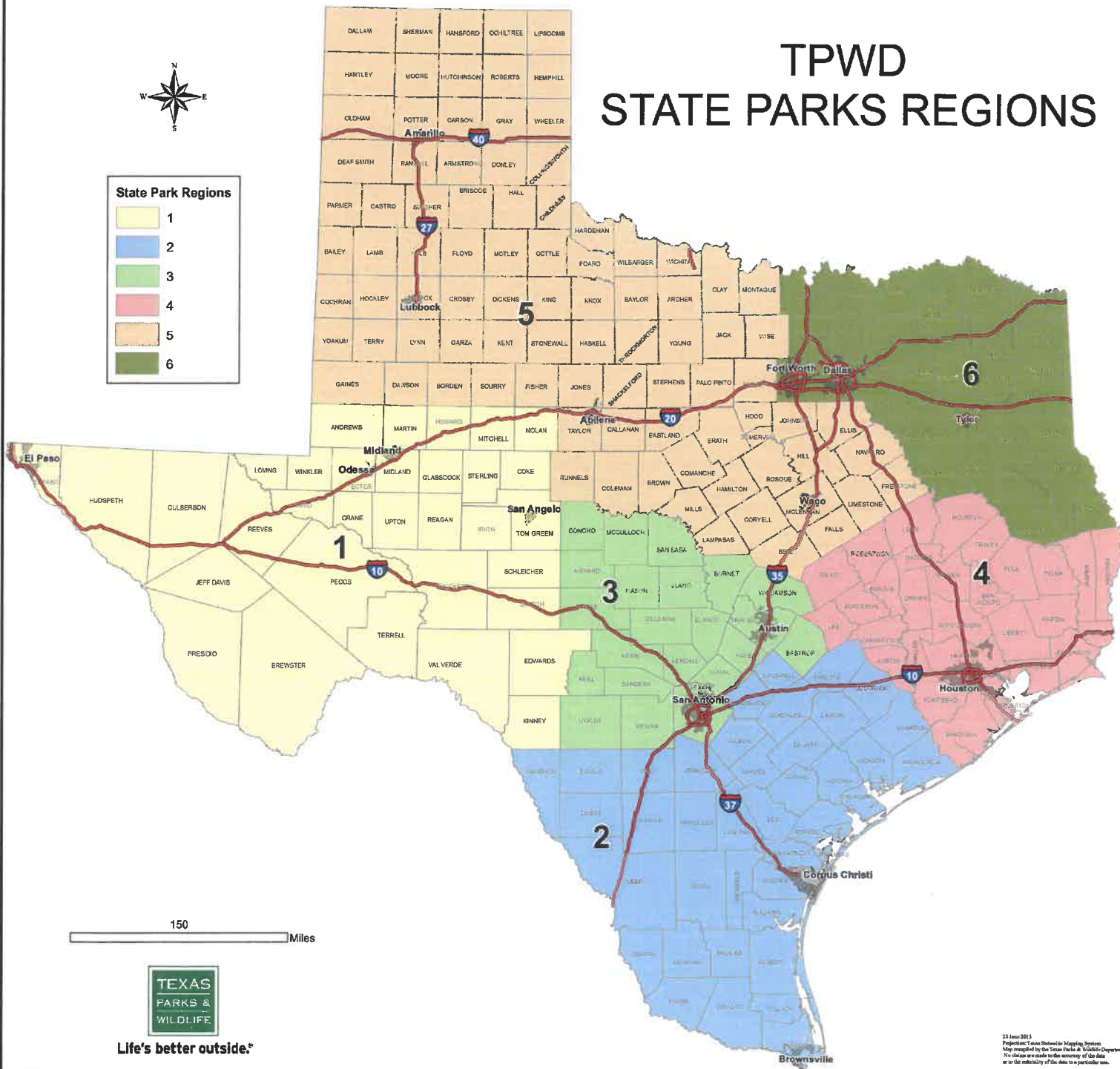
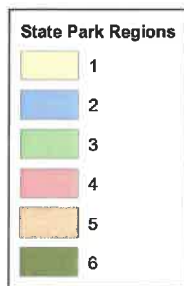


### **Exhibit 5.3**

#### **TPWD Geographic State Parks Regional Map**



# TPWD STATE PARKS REGIONS





## **Exhibit 5.4**

### **Owner's Insurance Requirements**



## Owner's Insurance Requirements of Design Professional

- 1.0 **Definitions.** For purposes of this Contract:
- 1.1 **Owner Parties.** "Owner Parties" means the State of Texas and any Agency of the State of Texas, acting through the responsible entity of the State of Texas identified in the Contract as the Owner. **Owner herein shall mean the Texas Parks and Wildlife Department.**
  - 1.2 **Design Professional.** "Design Professional" shall mean the Landscape Architect, Architect, or Engineer providing the service or work to be performed under this Contract.
  - 1.3 **Consultant.** "Consultant" shall include consultants of any tier.
  - 1.4 **ISO.** "ISO" means Insurance Services Office.
- 2.0 **Design Professional Insurance Representations to Owner Parties**
- 2.1 It is expressly understood and agreed that the insurance coverages required herein:
    - 2.1.1 Represent Owner Parties' minimum requirements and are not to be construed to void or limit the Design Professional's indemnity obligations as contained in this Contract nor represent in any manner a determination of the insurance coverages the Design Professional should or should not maintain for its own protection; and
    - 2.1.2 are being, or have been, obtained by the Design Professional in support of the Design Professional's liability and indemnity obligations under this Contract. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Design Professional, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Contract.
  - 2.2 Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Contract. If the Design Professional shall fail to remedy such breach within five (5) business days after notice by the Owner, the Design Professional will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Design Professional by the Owner. In the event of any failure by the Design Professional to comply with the provisions of this Contract, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Design Professional, purchase such insurance, at the Design Professional's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Design Professional shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
  - 2.3 This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Contract.

3.0 **Conditions Affecting All Insurance Required Herein**

- 3.1 **Cost of Insurance.** All insurance coverage shall be provided at the Design Professional's sole expense.
- 3.2 **Status and Rating of Insurance Company.** All insurance coverage shall be written through insurance companies authorized to do business in the state in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide.
- 3.3 **Restrictive, Limiting, or Exclusionary Endorsements.** All insurance coverage shall be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- 3.4 **Limits of Liability.** The limits of liability may be provided by a single policy of insurance but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- 3.5 **Notice of Cancellation or Material Reduction in Coverage.** All insurance coverage shall contain the following express provision:

In the event of cancellation, material change in coverage, or a non-renewal affecting the Owner as certificate holder, thirty (30) days prior written notice shall be given to the certificate holder.

- 3.6 **Waiver of Subrogation.** The Design Professional hereby agrees to waive its rights of recovery from the Owner Parties with regard to all causes of property and/or liability loss and shall cause a waiver of subrogation endorsement to be provided in favor of the Owner Parties on all insurance coverage carried by the Design Professional, whether required herein or not (except Design Professional's Professional Liability Insurance).
- 3.7 **Deductible/Retention.** Except as otherwise specified herein, no insurance required herein shall contain a deductible or self-insured retention in excess of \$25,000 without prior written approval of the Owner. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Design Professional's sole risk. The Design Professional shall not be reimbursed for same.
- 4.0 **Maintenance of Insurance.** The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Contract and thereafter as required:

4.1 **Commercial General Liability Insurance**

- 4.1.1 **Coverage.** Such insurance shall cover liability arising out of all locations and operations of the Design Professional, including but not limited to liability assumed under this contract (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.

4.1.2 Form. Commercial General Liability Occurrence form (at least as broad as an unmodified ISO CG 0001 0798 or its equivalent).

4.1.3 Amount of Insurance. Coverage shall be provided with limits of not less than:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Personal and Advertising Liability	\$1,000,000

4.1.4 Required Endorsements

- a. Additional Insured. Additional insured status shall be provided in favor of the Owner Parties on ISO forms CG 20 10 or its equivalent.
  - b. Notice of Cancellation or Material Reduction in Coverage, as required in 3.5, above.
  - c. Primary and Non-Contributing Liability. It is the intent of the parties to this Contract that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing. This CGL coverage shall be endorsed to provide such primary and non-contributing liability coverage.
  - d. Waiver of Subrogation, as required in 3.6, above.
- 4.1.5 Continuing Commercial General Liability Insurance. The Contractor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for the duration of the contract and the warranty period.

4.2 Business Auto Liability Insurance

4.2.1 Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).

4.2.2 Form. Business Auto form (at least as broad as an unmodified ISO CA 0001 or its equivalent).

4.2.3 Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000.

4.2.4 Required Endorsements

- a. Notice of Cancellation or Material Reduction in Coverage, as required in 3.5, above.
- b. Waiver of Subrogation, as required in 3.6, above.

4.3 Workers' Compensation/Employer's Liability Insurance

4.3.1 Coverage. Such insurance shall cover liability arising out of the Design Professional's employment of workers and anyone for whom the Design

Professional may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. USL&H must be provided where such exposure exists.

By signing the Contract or providing or causing to be provided a certificate of coverage, Design Professional is representing to Owner that all employees of the Design Professional who will provide services on the Project will be covered by worker's compensation coverage for the duration of the Project, that the coverage will be based on proper reporting classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the case of self-insured, with the Texas Department of Worker's Compensation. Providing false or misleading information may subject Design Professional to administrative penalties, criminal penalties, civil penalties or other civil actions.

- 4.3.2 Amount of Insurance. Coverage shall be provided with a limit of not less than:

<u>Workers' Compensation:</u>	Statutory limits.
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$1,000,000 Ea. Accident
Bodily Injury by Disease	\$1,000,000 Ea. Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit

- 4.3.3 Required Endorsements

- a. Notice of Cancellation or Material Reduction in Coverage, as required in 3.5, above.
- b. Waiver of Subrogation, as required in 3.6, above.

4.4 DELETED

4.5 Professional Liability Insurance

- 4.5.1 Coverage. The Design Professional shall carry such professional liability/errors and omissions insurance, covering the services provided under this Agreement and other coverages as further described, acceptable to and approved by Owner. The insurance shall provide professional liability insurance for claims arising from the negligent performance of professional services of any type, including but not limited to design or design/build services as part of the Work to be performed.

- 4.5.2 Form. This insurance shall include prior acts coverage sufficient to cover all services rendered by the Design Professional and by its consultants under this Contract. It is recognized that this coverage may be provided on a Claims-Made basis.

4.5.3 Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000.

4.5.4 Continuing Professional Liability Insurance. The Design Professional shall maintain such insurance in identical coverage, form and amount for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Contract. The Design Professional shall provide written representation to the Owner stating Work completion date.

5.0 DELETED

6.0 Evidence of Insurance

6.1 Provision of Evidence. Evidence of the insurance coverage required to be maintained by the Design Professional, represented by certificates of insurance, evidence of insurance, and endorsements issued by the insurance company or its legal agent, and must be furnished to the Owner prior to commencement of Work and not later than ten (10) days after receipt of the Notice of Intent to Award. New certificates of insurance, evidence of insurance, and endorsements shall be provided to the Owner prior to the expiration date of the current certificates of insurance, evidence of insurance, and endorsements.

6.2 Form

6.2.1 All liability insurance required herein shall be evidenced by TPWD provided insurance certificate, "Certificate of Insurance".

6.3 Specifications. Such certificates of insurance and/or evidence of insurance shall specify:

6.3.1 The Owner as a certificate holder with correct mailing address.

6.3.2 Insured's name, which must match that on this Contract.

6.3.3 Insurance companies affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of insurance company.

6.3.4 Producer of the certificate with correct address and phone number listed.

6.3.5 Additional insured status required herein.

6.3.6 Amount of any deductibles and/or retentions.

6.3.7 Cancellation, non-renewal and material reduction in coverage notification as required by this Contract.

6.3.8 Personal Injury contractual liability required herein.

6.3.9 Primary and non-contributing status required herein.

6.3.10 Waivers of subrogation required herein.

6.3.11 The certificate of insurance shall list all exclusions and limitations added by endorsement to the general liability insurance coverage

6.4 Required Endorsements. A general liability additional insured endorsement shall also be provided.

6.5 Failure to Obtain. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any

Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Design Professional's obligation to maintain such insurance.

- 6.6 Certified Copies. Upon request of any Owner Party, the Design Professional shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.

Commencement of Work. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Contract, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Design Professional or any consultant from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

## 7.0 Insurance Requirements of Design Professional's Consultants

- 7.1 Insurance similar to that required of the Design Professional shall be provided by all consultants (or provided by the Design Professional on behalf of consultants) to cover operations performed under any subcontract Contract. The Design Professional shall be held responsible for any modification in these insurance requirements as they apply to consultants. The Design Professional shall maintain certificates of insurance from all consultants containing provisions similar to those listed herein (modified to recognize that the certificate is from consultant) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.

- 7.2 The Design Professional is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Design Professional's or its consultant's property shall be the Design Professional's and its consultant's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Design Professional shall not be reimbursed for same. Should the Design Professional or its consultants choose to self insure this risk, it is expressly agreed that the Design Professional hereby waives, and shall cause its consultants to waive, any claim for damage or loss to said property in favor of the Owner Parties.

- 8.0 Use of the Owner's Equipment. The Design Professional, its agents, employees, consultants or suppliers shall use the Owner's equipment only with express written permission of the Owner's designated representative and in accordance with the Owner's terms and condition for such use. If the Design Professional or any of its agents, employees, consultants or suppliers utilize any of the Owner's equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Design Professional shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

- 9.0 Release and Waiver. The Design Professional hereby releases, and shall cause its consultants to release, the Owner Parties from any and all claims or causes of action whatsoever which the Design Professional and/or its consultants might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Design Professional and/or its consultants pursuant to this Contract.



## **Exhibit 5.5**

Standard Form SF330



# ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157  
Expiration Date: 12/31/2020

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

## GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

## INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

## DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

## SPECIFIC INSTRUCTIONS

### Part I - Contract-Specific Qualifications

#### Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

#### Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

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## Section C. Proposed Team.

### 9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

## Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

## Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

## Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

#### Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

#### Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

#### Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

### SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

### 29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

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## Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. **Solicitation Number.** If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. **Firm (or Branch Office) Name and Address.** Self-explanatory.

3. **Year Established.** Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. **Unique Entity Identifier.** Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. **Ownership.**

a. **Type.** Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. **Small Business Status.** Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. **Point of Contact.** Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. **Name of Firm.** Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. **Former Firm Names.** Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. **Employees by Discipline.** Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. **Profile of Firm's Experience and Annual Average Revenue for Last 5 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. **Annual Average Professional Services Revenues of Firm for Last 3 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. **Authorized Representative.** An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

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List of Disciplines (*Function Codes*)

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Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories	F01	Fallout Shelters; Blast-Resistant Design
B02	Bridges	F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C06	Churches; Chapels	G02	Gas Systems (Propane; Natural, Etc.)
C07	Coastal Engineering	G03	Geodetic Surveying: Ground and Air-borne
C08	Codes; Standards; Ordinances	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C09	Cold Storage; Refrigeration and Fast Freeze	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers	G06	Graphic Design
C11	Community Facilities	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C12	Communications Systems; TV; Microwave	H02	Hazardous Materials Handling and Storage
C13	Computer Facilities; Computer Service	H03	Hazardous, Toxic, Radioactive Waste Remediation
C14	Conservation and Resource Management	H04	Heating; Ventilating; Air Conditioning
C15	Construction Management	H05	Health Systems Planning
C16	Construction Surveying	H06	Highrise; Air-Rights-Type Buildings
C17	Corrosion Control; Cathodic Protection; Electrolysis	H07	Highways; Streets; Airfield Paving; Parking Lots
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H08	Historical Preservation
C19	Cryogenic Facilities	H09	Hospital & Medical Facilities
D01	Dams ( <i>Concrete; Arch</i> )	H10	Hotels; Motels
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D03	Desalinization ( <i>Process &amp; Facilities</i> )	H12	Hydraulics & Pneumatics
D04	Design-Build - Preparation of Requests for Proposals	H13	Hydrographic Surveying
D05	Digital Elevation and Terrain Model Development		
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

**List of Experience Categories (*Profile Codes continued*)**

<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
L01	Laboratories; Medical Research Facilities	R02	Radio Frequency Systems & Shieldings
L02	Land Surveying	R03	Railroad; Rapid Transit
L03	Landscape Architecture	R04	Recreation Facilities (Parks, Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater, Etc.)	R06	Rehabilitation (Buildings; Structures; Facilities)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R07	Remote Sensing
		R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
		S05	Soils & Geologic Studies; Foundations
N01	Naval Architecture; Off-Shore Platforms	S06	Solar Energy Utilization
N02	Navigation Structures; Locks	S07	Solid Wastes; Incineration; Landfill
N03	Nuclear Facilities; Nuclear Shielding	S08	Special Environments; Clean Rooms, Etc.
O01	Office Buildings; Industrial Parks	S09	Structural Design; Special Structures
O02	Oceanographic Engineering	S10	Surveying; Platting; Mapping; Flood Plain Studies
O03	Ordnance; Munitions; Special Weapons	S11	Sustainable Design
		S12	Swimming Pools
P01	Petroleum Exploration; Refining	S13	Storm Water Handling & Facilities
P02	Petroleum and Fuel (Storage and Distribution)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P03	Photogrammetry	T02	Testing & Inspection Services
P04	Pipelines (Cross-Country - Liquid & Gas)	T03	Traffic & Transportation Engineering
P05	Planning (Community, Regional, Areawide and State)	T04	Topographic Surveying and Mapping
P06	Planning (Site, Installation, and Project)	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
P07	Plumbing & Piping Design	T06	Tunnels & Subways
P08	Prisons & Correctional Facilities		

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List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J.V.	PARTNER	SUBCON-TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

## 29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1		6	
2		7	
3		8	
4		9	
5		10	

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**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

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**I. AUTHORIZED REPRESENTATIVE**

*The foregoing is a statement of facts.*

31. SIGNATURE

32. DATE

33. NAME AND TITLE

## 1. SOLICITATION NUMBER (If any)

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME			3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
2b. STREET			5. OWNERSHIP	
2c. CITY			2d. STATE	2e. ZIP CODE
6a. POINT OF CONTACT NAME AND TITLE			a. TYPE	
			b. SMALL BUSINESS STATUS	
			7. NAME OF FIRM (If Block 2a is a Branch Office)	
6b. TELEPHONE NUMBER		6c. E-MAIL ADDRESS		
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

8a. FORMER FIRM NAME(S) (If any)	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

[illegible]

<b>11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS</b> <i>(Insert revenue index number shown at right)</i>		<b>PROFESSIONAL SERVICES REVENUE INDEX NUMBER</b>	
a. Federal Work		1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work		2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work		3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

*The foregoing is a statement of facts.*

a. SIGNATURE	b. DATE
c. NAME AND TITLE	